UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF WASHINGTON

In re:	Case No. 18-42729
	CHAPTER 13 PLAN
DOYAL, III Gecova M. & Dawn M.,	X Original Amended
	The originalrimended
Debtor.	
I. <u>Disclosure of Nonstandard Provisions and Pla</u>	
 A. Does this plan contain any nonstandard provis X Yes 	ions (check one)?
No	all a based on a self-action of the cell could for the self-ac-
(check one)?	aim based on a valuation of the collateral for the claim
Yes X No	
C. Does this plan avoid a security interest or lien	(check one)?
Yes X No	
If the Debtor has either not indicated "yes" in the applied	cable section above or made no selection, any nonstandard
provision or language in this plan purporting to limit the collateral or to avoid a security interest or lien is void.	e amount of a secured claim based on a valuation of the Even if the Debtor indicated "no" in Section 1.B or Section
1.C, the Debtor may seek to limit the amount of a secur	ed claim based on a valuation of the collateral for the claim
or avoid a security interest or lien through a motion or a	an adversary proceeding.
II. Means Test Result and Plan Duration:	
The Debtor is (check one): a below median income debtor with a 36 month a	applicable commitment period.
X an above median income debtor with a 60 month	
The plan's length shall not be less than the Debtor's app	plicable commitment period unless the plan either provides
for payment in full of allowed unsecured claims over a	shorter period or is modified post-confirmation. If the shall automatically be extended up to 60 months after the
first payment is due if necessary to complete the plan.	shan automaticany be extended up to 60 months after the
III. Plan Payments to the Trustee:	
No later than 30 days after the order for relief, the Deb	for shall commence making payments to the Trustee as
follows: A. AMOUNT: \$5,304.00	
B. FREQUENCY (check one):	
_X Monthly Twice per month	
Every two weeks	
Weekly C. TAX REFUNDS: The Debtor (check one):	
commits all tax refunds to funding the plan. C	ommitted refunds shall be paid in addition to the plan
payment amount stated above. X does not commit all tax refunds to funding the	plan.

If no selection is made, tax refunds are committed.

by the Trustee or ordered by the Court. E. OTHER: Wage orders shall be \$984/bi-weekly from Mr.(Gecova) and \$732/weekly from Ms. (Dawn)

D. PAYMENTS: Plan payments shall be deducted from the Debtor's wages unless otherwise agreed to

IV. <u>Distribution of Plan Payments by the Trustee:</u>

Upon confirmation of the plan, the Trustee shall disburse funds received in the following order and creditors shall apply them accordingly, provided that disbursements for domestic support obligations and federal taxes shall be applied according to applicable non-bankruptcy law:

A ADMINISTRATIVE EXPENSES	Α	ADMIN	NISTR	ATIVE	EXPENSES
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- 1. <u>Trustee</u>: The percentage set pursuant to 28 U.S.C. § 586(e).
- 2. Other administrative expenses: As allowed pursuant to 11 U.S.C. §§ 507(a)(2) or 707(b).
- 3. <u>The Debtor's Attorney's Fees</u>: Pre-confirmation attorney's fees and/or costs and expenses are estimated to be \$3,500.00. \$1,327.00 was paid prior to filing.

estimated to be $\frac{5.500.00}{1.527.00}$ was paid prior to fining.
Approved attorney compensation shall be paid as follows (check one):
Prior to all creditors.
X Monthly payments of \$590.00*.
All remaining funds available after designated monthly payments to the following creditors:
Other:
If no selection is made approved compensation will be paid after the monthly payments specified

If no selection is made, approved compensation will be paid after the monthly payments specified in Sections IV.B and IV.C.

B. CURRENT DOMESTIC SUPPORT OBLIGATIONS:

Creditor	Monthly Amount
	\$
	\$

C. SECURED CLAIMS: Only creditors holding allowed secured claims specified below or provided in Section X will receive payment from the Trustee. Unless ranked otherwise, payments to secured creditors will be disbursed at the same level. Secured creditors shall retain their liens until the earlier of payment of the underlying debt, determined under nonbankruptcy law, or discharge under 11 U.S.C. § 1328. Secured creditors shall not assess any late charges, provided payments from the plan to the secured creditor are current, subject to the creditor's rights under state law if the case is dismissed.

The interest rates in the plan control except that (a) a lower interest rate included in a creditor's proof of claim shall control; and (b) the interest rate included in a creditor's proof of claim for a claim secured by a mortgage or deed of trust on real property shall control, unless otherwise provided in Section X or ordered following an objection to a proof of claim or in an adversary proceeding. If the interest rate is left blank, the interest rate shall be 12% except that the interest rate for arrearages on claims secured by a mortgage or deed of trust on real property shall be 0%.

For claims secured by personal property, the monthly payment amounts in the plan control.

For claims secured by real property, the monthly payment amounts in the creditor's proof of claim and notice of payment change control unless otherwise provided in Section X.

If overall plan payments are sufficient, the Trustee may increase or decrease post-petition installments for ongoing mortgage payments, homeowner's dues and/or real property tax holding accounts based on changes in interest rates, escrow amounts, dues and/or property taxes.

1. <u>Payments on Claims, or Non-Escrowed Postpetition Property Tax Holding Accounts, Secured Only by Security Interest in the Debtor's Principal Residence</u> (Interest included in payments at contract rate, if applicable):

Ongoing Payments:

Rank	Monthly Pay	ment (<u>Creditor</u>	Col	<u>llateral</u>		
2	\$ <u>2,336.36</u>]	Freedom Mortgage	Res	sidence		
2	\$ 25.00]	Deer Creek HOA	Res	sidence		
	\$	_					
	\$	_					
Cure P	ayments:						
	Monthly				Aı	rrears to be	Interest
Rank	Payment (Creditor	<u>Col</u>	lateral		Cured	Rate

^{*} See paragraph X.2 below

4 \$850.00 3 \$14.00	Deer Creek HOA	Residence Residence Residence ditional terms re: periodic pay	\$48,808.28 \$ 380.00	0 % 12.0%
\$\$ \$		1 1 .	\$\$ \$	% %
	yments on Claims, or No ty Other than the Debtor	n-Escrowed Postpetition Prop 's Principal Residence:	erty Tax Holding Account	s, Secured by
Ongoing Paymer Month Rank Paymer	<u>hly</u>	<u>Collateral</u>		Interest Rate
\$ \$ \$			 	% %
Cure Payments: Monthly			Arrears to be	Interest
Rank Paymen	tt <u>Creditor</u> 	<u>Collateral</u> 	<u>Cured</u> \$ \$ \$	<u>Rate</u> % %

3. Payments on Claims Secured by Personal Property:

a. 910 Collateral:

The Trustee shall pay the contract balance stated in the allowed proof of claim for a purchase-money security interest in any motor vehicle acquired for the personal use of the Debtor within 910 days preceding the filing date of the petition or in other personal property acquired within one year preceding the filing date of the petition as specified below. The Debtor stipulates that pre-confirmation adequate protection payments shall be paid by the Trustee in the amounts stated as the "Pre-Confirmation Adequate Protection Monthly Payment" or, if blank, in the amounts stated as the "Monthly Payment" as specified below after the creditor files a proof of claim.

	Monthly			Adequate Protection	Interest
Rank	Payment	Creditor	<u>Collateral</u>	Monthly Payment	Rate
	\$			\$	%
	\$	·		\$	%
	\$			\$	%
	\$			\$	%

a. Non-910 Collateral:

The Trustee shall pay the value of collateral stated in the proof of claim, unless otherwise provided in Section X or ordered following a timely objection to a proof of claim or in an adversary proceeding, for a security interest in personal property which is non-910 collateral. The Debtor stipulates that pre-confirmation adequate protection payments shall be paid by the Trustee in the amounts stated as the "Pre-Confirmation Adequate Protection Monthly Payment" or, if blank, in the amounts stated as the "Monthly Payment" as specified below after the creditor files a proof of claim.

			Debtor's		Pre-Confirmation	
	Monthly		Value of		Adequate Protection	Interest
Rank	Payment	Creditor	Collateral	Collateral	Monthly Payment	Rate
1	\$ <u>470.00</u>	Harborstone	\$23,660.00	2015 Honda	\$ <u>300.00</u>	<u>4.25</u> %
1	\$ <u>220.00</u>	OneMain	\$ <u>10,940.00</u>	2007 Cadillac	\$ <u>150.00</u>	<u>4.25</u> %
1	\$ <u>145.00</u>	America's Credit	\$ <u>7,220.00</u>	2012 Hyundai	\$ <u>100.00</u>	<u>4.25</u> %
	→ See par	ragraph X.2 below r	e: equal periodi	ic payments		
	\$		\$		\$	%
_						

D. PRIORITY CLAIMS: Payment in full, on a pro rata basis, of filed and allowed claims entitled to priority in the order stated in 11 U.S.C. § 507(a).

until all secured, adm	UNSECURED CLAIMS: No tinistrative and priority unsecut is due. The Trustee shall pa	red creditors are pa	id in full, pro	ovided that no claim
At least \$0.00. The Trustee shall pa nonpriority unsecured	y the following specially class	ssified nonpriority	unsecured cla	aims prior to other
Rank Creditor	Amount of	Percentage To be Paid%	Reason fo Classifica	tion
The following claims shal withholding order, and sha	be made by the Debtor and less be paid directly by the Debto all receive no payments from the ENT OF DOMESTIC SUPPORT	r according to the t e Trustee. (Paymer	erms of the contract stated shall i	
Creditor B. OTHER DIRECT	Current Monthly Support O \$ \$ \$ \$ PAYMENTS:	\$ \$	nthly Arreara	
Creditor Navient, et al.	Nature of Debt Long-term student loans	Amount of C \$Per claims/s \$ \$	chedules S	Monthly Payment \$TBD \$ \$
The Debtor requests that Debtor is surrendering pro	Surrendered: cribed below will be surrendered upon confirmation, each credit perty pursuant to this section be security interest against the pro-	tor (including succeeding succeeding)	essors and as n the stays of	ssigns) to which the 11 U.S.C. §§ 362(a)
<u>Creditor</u>		Property	y to be Surrer	<u>ndered</u>
VII. Executory Contrac	cts and Leases:			

The Debtor will assume or reject executory contracts or unexpired leases as specified below. Assumption will be by separate motion and order, and any cure and/or continuing payments will be paid directly by the Debtor under Section V, unless otherwise specified in the plan. Any executory contract or unexpired lease not assumed pursuant to 11 U.S.C § 365(d) is rejected. If rejected, upon confirmation the creditor is granted relief from the stays of 11 U.S.C. §§ 362(a) and 1301(a) with respect to the property which is the subject of the rejected contract or lease, and any allowed unsecured claim for damages shall be paid under Section IV.E.

Contract/Lease

Assumed or Rejected

VIII. <u>Property of the Estate</u>:

Property of the estate is defined in 11 U.S.C. § 1306(a). Unless otherwise ordered by the Court, property of the estate in possession of the Debtor on the petition date shall vest in the Debtor upon confirmation.

However, the Debtor shall not lease, sell, encumber, transfer or otherwise dispose of any interest in real property or personal property without the Court's prior approval, except that the Debtor may dispose of unencumbered personal property with a value of \$10,000 or less without the Court's approval. Property (including, but not limited to, bonuses, inheritances, tax refunds or any claim) acquired by the Debtor postpetition shall vest in the Trustee and be property of the estate. The Debtor shall promptly notify the Trustee if the Debtor becomes entitled to receive a distribution of money or other property (including, but not limited to, bonuses, inheritances, tax refunds or any claim) with a value in excess of \$2,500, unless Section X specifically provides for the Debtor to retain the money or property.

IX. <u>Liquidation Analysis Pursuant to 11 U.S.C. § 1325(a)(4):</u>

The liquidation value of the estate is \$\frac{484.00}{2}\$. To obtain a discharge, the Debtor must pay the liquidation value or the total of allowed priority and nonpriority unsecured claims, whichever is less. Under 11 U.S.C. \\$\frac{8}{2}\$ 1325(a)(4) and 726(a)(5), interest on allowed unsecured claims under Section IV.D and IV.E shall be paid at the rate of \(\frac{-0-}{9} \) per annum from the petition date (no interest shall be paid if left blank).

X. Nonstandard Provisions:

All nonstandard provisions of this plan are set forth in this section and separately numbered. Any nonstandard provision placed elsewhere in this plan is void. Any modifications or omissions to the form plan not set forth in this section are void.

- 1. Any refund to Debtor upon dismissal or discharge shall be disbursed through Debtor's counsel.
- 2. Equal periodic payments set forth in paragraph IV. above are a minimum. All available funds remaining after said payments shall be applied first to pay administrative fees and costs in full, provided that prior to disbursement of on-going mortgage payments and HOA payments, the trustee shall set aside \$2,173 to be paid to Debtor's counsel for pre-confirmation attorney fees upon confirmation. Once administrative costs are paid, vehicle creditor shall receive all available funds until it is paid in full, then all available funds shall be paid on the HOA arrears, then the mortgage arrears until they are paid in full prior to disbursement to unsecured claims.
- 3. Mr. Doyal's bonuses are amortized into the budget in the amount of \$28,730/year and will not be paid into the plan in addition to the plan payments set forth above.
- 4. Debtors shall pay 100% to all allowed, non-student loan claims through the plan prior to discharge.

By filing this plan, the attorney for the Debtor(s) or the Debtor(s) if not represented by an attorney certify that the wording and order of the provisions in this plan are identical to those contained in Local Bankruptcy Form 13-4, other than any nonstandard provisions included in Section X.

/s/ Travis A. Gagnier	/s/ Gecova McDowell Doyal, III	August 24, 2018
Travis A. Gagnier #26379	DEBTOR	Date
Attorney for Debtor(s)		
August 24, 2018	/s/ Dawn Marie Doyal	August 24, 2018
Date	DEBTOR	Date